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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ALASKA

NORTHRIM BANK, an Alaska state-chartered )  
bank, )  
Plaintiff, )  
v. )  
GARY L. MARLOW, an individual and as )  
Trustee of the Marlow Living Trust; MAXINE )  
H. MARLOW, an individual and as Trustee of )  
the Marlow Living Trust, )  
Defendants. )

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Case No. \_\_\_\_\_

COMPLAINT

Plaintiff Northrim Bank, by and through its attorneys, Groh Eggers, LLC, for its  
complaint against Gary L. Marlow and Maxine H. Marlow (collectively “the Marlows”),

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alleges as follows:

PARTIES

1. Plaintiff Northrim Bank (“Northrim”) is a state-chartered bank, operating and doing business in the State of Alaska. Northrim’s principal place of business, including its headquarters and senior management, are in Alaska. Northrim is in all ways qualified to bring and maintain this action, including all required filings.

2. At all material times, defendant Gary L. Marlow was and is an individual who resides in Oregon. Gary L. Marlow is a Trustee of the Marlow Living Trust.

3. At all material times, defendant Maxine H. Marlow was and is an individual who resides in Oregon. Maxine H. Marlow is a Trustee of the Marlow Living Trust.

JURISDICTION AND VENUE

4. This Court has jurisdiction under 28 U.S.C. § 1332 as the dispute involves citizens of different states and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

5. Venue is proper as the transactions and occurrences giving rise to this litigation took place in Anchorage, Alaska.

**FIRST CLAIM FOR RELIEF**  
**Suit on Promissory Note**

1. On or about February 22, 2005, Northrim made a loan to the Marrows and the Marrows executed and delivered to Northrim a Promissory Note, a true and correct copy of which is attached hereto as Exhibit “A” and is incorporated herein by reference

(“Note”), agreeing to pay the Note according to its terms. The principal amount loaned by Northrim to the Marlows in the Note was \$4,080,000.00, plus interest. The Note was modified by certain Change in Terms Agreements, true and correct copies of which are attached hereto as Exhibit “B” and are incorporated herein by reference. The Note and subsequent Change in Terms Agreements are collectively referred to herein as the “Loan.” Interest accrues on the Loan at the rate of 8.0% per annum.<sup>1</sup>

2. The Marlows have defaulted on their obligations under the Loan by failing to make payments to Northrim when due. There is currently owing to Northrim from the Marlows on the Loan the principal amount of \$1,022,859.12 (one million twenty-two thousand eight hundred fifty-nine and 12/100 dollars) plus interest at the rate of 8.0% from December 22, 2008, plus costs, late fees and other charges.

3. Under the Loan, Northrim “may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes ... Lender’s reasonable attorneys’ fees and Lender’s legal expenses[.]” Northrim has hired and paid attorneys to collect on the Loan. The Marlows are liable to Northrim for its full attorney’s fees and costs incurred in collecting on the Loan.

#### SECOND CLAIM FOR RELIEF Suit on Commercial Guaranty

4. On April 4, 2007, the Marlows executed and delivered to Northrim a “Commercial Guaranty” for the Loan, on behalf of and as Trustees for, the Marlow Living Trust (the “Commercial Guaranty”). The Commercial Guaranty “absolutely and

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<sup>1</sup> See Change in Terms Agreement dated December 22, 2008.

unconditionally guarantees full and punctual payment and satisfaction of the Indebtedness of [the Marlows] . . . to [Northrim], and the performance and discharge of all [the Marlows'] obligations under the Note and the Related Documents." A true and correct copy of the Commercial Guaranty is attached hereto as Exhibit "C" and is incorporated herein by reference.

5. The Marlows have defaulted on their obligation to Northrim as described above. Northrim is entitled to a judgment against the Marlows, as Trustees for the Marlow Living Trust, for all amounts the Marlows may be adjudged to owe Northrim.

**PRAAYER FOR RELIEF**

WHEREFORE, Plaintiff Northrim prays for a judgment as follows:

1. Regarding the Loan and related Commercial Guaranty, a money judgment against the Marlows individually and as Trustees for the Marlow Living Trust, as follows: (a) in the principal amount owing at the time of judgment; (b) prejudgment interest at the rate of 8.0%; (c) costs, fees and late charges; (d) costs and attorney's fees; and (e) postjudgment interest at the highest rate allowed; and
2. For such other and further relief as this Court may deem just and equitable.

DATED at Anchorage, Alaska this 30<sup>th</sup> day of June, 2011.

GROH EGGERs, LLC

Attorneys for Plaintiff Northrim Bank

By: /s/ Robert H. Schmidt

Robert H. Schmidt

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